

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.  
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Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**STIPULATION AND ORDER PURSUANT TO 11 U.S.C. § 362(d)**  
**MODIFYING THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. § 362(a)**

**WHEREAS** PNC Mortgage (“**Movant**”), as Servicer for Cal-Western Conveyance Corporation, as Trustee for National City Mortgage Company, asserts that it holds a mortgage and security interest on lands and premises of Stacy L. Howard and James J. Howard with an address of 3819 SE Washington Street, Milwaukie, OR 97222 (the “**Mortgaged Property**”);

**WHEREAS** the relevant land records reflect that GMAC Mortgage, LLC, one of the above-captioned debtors (the “**Debtors**” and, together with Movant, the “**Parties**”) also holds a lien on the Mortgaged Property;

**WHEREAS** the Movant has requested (the “**Request**”) relief from the automatic stay, pursuant to section 362(d) of title 11 of the United States Code (the “**Bankruptcy Code**”), to commence or complete the foreclosure of its interest in the Mortgaged Property;

**WHEREAS** the Debtors have concluded, based on the information provided by Movant, that the value of the Mortgaged Property is likely to be insufficient to cover the senior lien on the Mortgaged Property;

**WHEREAS** the Debtors have agreed to consent to the Request on the terms and conditions contained in this Stipulation and Order;

NOW, THEREFOR, it is hereby stipulated and agreed as between the Parties to this Stipulation and Order, through their undersigned counsel; and after due deliberation and sufficient cause appearing, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Request is granted as set forth herein.
2. To the extent applicable, the automatic stay imposed in this case by section 362(a) of the Bankruptcy Code is modified under section 362(d) of the Bankruptcy Code to the extent necessary to allow Movant to commence or complete the foreclosure of the mortgage and security interest it holds on the Mortgaged Property.
3. Movant shall provide due notice to the Debtors in connection with any action to be taken with respect to the Mortgaged Property, including, but not limited to, proceeding with a sale of the Mortgaged Property, in accordance with and to the extent required by applicable state law.
4. To the extent proceeds from any sale of the Mortgaged Property exceed the valid amounts due and owing to all entities holding valid and enforceable liens on the Mortgaged Property that are senior to the lien which the applicable land records indicate is held or serviced by the Debtors, such proceeds shall be turned over within thirty (30) days after such sale is completed to Debtors via wire transfer.
5. Nothing in this Stipulation and Order shall be deemed to affect in any way the rights of any entity, including the Debtors, to contest the relative priority or validity of Movant's mortgage and security interest in the Mortgaged Property with respect to any other lien on the Mortgaged Property in any foreclosure proceeding.

6. By entering into this Stipulation and Order, Movant hereby represents that it is an agent for and has the authority to seek relief from the automatic stay on behalf of Cal-Western Conveyence Corporation, as Trustee for National City Mortgage Company.

7. This Stipulation and Order may not be modified other than by a signed writing executed by the Parties hereto or by further order of the Court.

8. This Stipulation and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

9. Pursuant to Bankruptcy Rule 4001(a)(3), the 14-day stay of this Stipulation and Order imposed by such Bankruptcy Rule is waived. Movant is authorized to implement the provisions of this Stipulation and Order immediately upon its entry.

10. This Court shall retain jurisdiction with respect to all matters arising from  
or related to the implementation and interpretation of this Stipulation and Order.

<p>GMAC MORTGAGE, LLC</p> <p>By: <u>/s/ Norman S. Rosenbaum</u> Norman S. Rosenbaum Erica J. Richards James A. Newton <b>MORRISON &amp; FOERSTER LLP</b> 1290 Avenue of the Americas New York, New York 10104 Telephone: (212) 468-8000 Facsimile: (212) 468-7900</p> <p><i>Counsel for Debtors and Debtors in Possession</i></p>	<p>PNC MORTGAGE, AS SERVICER FOR CAL-WESTERN CONVEYENCE CORPORATION, AS TRUSTEE FOR NATIONAL CITY MORTGAGE CO.</p> <p>By: <u>/s/ Shari S. Barak</u> Shari S. Barak <b>SHAPIRO, DICARO &amp; BARAK, LLC</b> 105 Maxess Road, Suite N109 Melville, NY 11747 Telephone: (631) 844-9611 Facsimile: (631) 844-9525</p> <p><i>Counsel for PNC Mortgage, as Servicer for Cal-Western Conveyence Corporation, as Trustee for National City Mortgage Co.</i></p>
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**APPROVED AND SO ORDERED**

Dated: August 21, 2013  
New York, New York

/s/Martin Glenn  
MARTIN GLENN  
United States Bankruptcy Judge